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AGREEMENT
between the
WEST ORANGE EDUCATION ASSOCIATION
and the
WEST ORANGE BOARD OF EDUCATION
for the
CONTRACT YEARS

1975 - 1976
1976 - 1977

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LIBRARY
Institute of Management and
Labor Relations

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Mr. Samuel Christiano, Board Attorney
Mr. Arthur P. Mildner, Director of Personnel
& Employee Relations

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**WEST ORANGE
BOARD OF EDUCATION**

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EDUCATION ASSOCIATION**

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CONTRACT YEARS

1975 - 1976

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PREAMBLE

This Agreement entered into this 23rd day of September, 1975 by and between the Board of Education of the Town of West Orange, in the County of Essex, New Jersey, hereinafter called the "Board", and the West Orange Education Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, The Board and the Association have carried on negotiations in order to implement the provisions of Chapter 123 of the Laws of 1974, (New Jersey Employer-Employee Relations Act) and to encourage and increase the effective and harmonious working relationships between the parties hereto; and

WHEREAS, as a result of said collective negotiations, the parties have reached certain agreements with respect to a collective negotiations agreement:

NOW, THEREFORE, in consideration of covenants hereinafter contained, it is mutually understood and agreed as follows:

ARTICLE I RECOGNITION

A. The Board recognizes the Association as the majority representative in accordance with Chapter 123, Laws of 1974, for the following appropriate unit of certificated personnel:

1. All teachers, nurses, guidance counselors, librarians, social workers, attendance officers, learning disability teacher-consultants, psychologists, learning resource teachers, and department chairpersons.

a. All personnel employed on a summer work basis are specifically excluded from the unit in such capacity.

b. All non-contract personnel employed on a per diem or hourly basis are specifically excluded from the unit.

c. All teachers or other personnel in Paragraph 1 who also hold office, position or employment as Director and/or all administrative and/or supervisory positions are expressly excluded from the unit.

B. Unless otherwise indicated, the term "teacher", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II NEGOTIATION PROCEDURES

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Laws of 1974, not later than October 1st in the school year in which the contract expires. The initial meeting shall be limited to a discussion of ground rules and procedures. Exchange of proposals shall occur not later than October 15 of the same year.

B. All pertinent public records, data and public information of the West Orange School District shall be available to the Association for inspection during business hours at the office of the Board Secretary. As soon as available, the Board shall provide the Association with a complete tentative budget for the next fiscal year.

C. The parties mutually pledge that their representative shall be clothed with all necessary

power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.

D. This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

F. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.

ARTICLE III GRIEVANCE PROCEDURE

A. DEFINITIONS:

1. A "grievance" is a complaint by any teacher or group of teachers with respect to the interpretation, application, or violation of this Agreement and administrative decisions thereunder affecting such teacher, group of teachers, or the Association.

2. A "Grievant" is the person or persons making the complaint.

3. The term "Superintendent" shall mean

the Superintendent of Schools or his designee.

4. The term "principal or immediate supervisor" shall mean the building administrator in the case of all building-based grievances. This term shall not include the title of department chairperson.

5. For the purposes of this procedure, the term "school days" shall be interpreted as days when the Central Administrative Offices are open.

B. PROCEDURE:

1. The procedures set forth hereafter shall not apply to:

a. A complaint of a nontenure teacher which arises by reason of his not being re-employed; or

b. A complaint by any teacher occasioned by lack of appointment to or lack of retention in any position for which tenure either is not possible or not required.

c. Voluntary and involuntary transfers and reassignments.

2. A grievance to be considered under this procedure must be initiated by the grievant within twelve (12) school days from the time when the grievance arose.

3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Unless the parties agree otherwise, failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.

b. It is understood that any teacher grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all

assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

4. Any teacher who has a grievance shall discuss it first with his principal in an attempt to resolve the matter, informally at that level. The principal shall give his decision within five (5) school days.

5. The teacher, no later than fifteen (15) school days after receipt of the verbal decision of his principal or immediate supervisor which decision shall state the reasons for the decision, may appeal the decision to the Superintendent of Schools. Prior to the submission of this appeal, the teacher shall review the grievance with the Association. The appeal to the Superintendent shall be made in writing specifying, where applicable: (a) the nature of the grievance and reference to the provisions of this Agreement which are involved; (b) the nature and extent of any injury, loss, or inconvenience; (c) the results of previous discussions; (d) his dissatisfaction with decisions previously rendered; (e) and the disposition of the case as recommended by the Association. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed the twelve (12) school days from receipt of the appeal. If, during his attempts to resolve the matter, the Superintendent requests a written statement from the principal or immediate supervisor, the teacher shall receive a copy. The Superintendent shall communicate his decision in writing to the grievant and to the Association.

6. If a decision of the Superintendent does not resolve the grievance to the satisfaction of the grievant and he wishes further review of the

grievance, he shall so notify the Association within five (5) school days of the receipt of the decision. If the Association determines that the grievance should be further reviewed, it shall so advise the Superintendent within fifteen (15) school days of the receipt of the Superintendent's decision. The parties shall be bound by the rules and procedures of the American Arbitration Association. The Arbitrator shall have no authority or power to add to, delete, disregard or modify any of the provisions of this Agreement. The decision of the impartial arbitrator shall be final and binding upon the parties. All hearings, if possible, shall be held in West Orange, New Jersey.

7. Rights of Teachers to Representation:

a. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by the Association or by a representative selected or approved by the Association.

b. When a teacher is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance, to the Superintendent, be notified by the Superintendent that the grievance is in process, and shall have the right to be present and present its views at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.

c. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in representing his appeal with respect to his personal grievances.

8. The Association may process a grievance affecting it through all levels of the grievance

procedure.

9. Since it is important that grievances be processed as rapidly as possible, every effort should be made to expedite the process. If adherence to the time limits set forth above will result in a grievance not being processed through all steps of the grievance procedure in time to prevent irreparable harm to a party the time limits set forth above shall be reduced on request of such party so that the grievance procedure may be completed as soon as it is practicable.

10. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

C. COSTS:

1. Each party will bear the total cost incurred by himself.

2. The fees and expenses of the arbitrator shall be shared by the two parties, and such costs shall be shared equally.

3. The time lost by a teacher due to the proceedings must either be without pay or charged to personal time.

D. MISCELLANEOUS:

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to those grievances which may from time to time arise. Both parties agree that the proceedings provided for above will be kept as informal and confidential as may be appropriate at all levels of the procedure.

ARTICLE IV TEACHER RIGHTS

A. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

B. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meetings or interview and shall be entitled to have the Association and/or a person of his own choosing present to advise him and represent him during such meeting or interview.

C. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

D. Any complaints regarding a teacher made to any member of the Administration by any parent, student, or other person shall be promptly investigated and the teacher so notified of those complaints serious enough in nature to warrant a written record.

ARTICLE V TEACHING HOURS AND TEACHING LOAD

A. 1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing their initial in the appropriate column of the faculty "sign-in"

roster.

2. Each teacher shall report for duty each morning no later than fifteen (15) minutes before the opening of school. On each day of the week, excepting Friday, or on days preceeding holidays or vacations, teachers shall remain thirty (30) minutes after the last class scheduled for that school each afternoon. On Fridays, or on days preceeding holidays or vacations, the teachers' day shall end at the close of the last class scheduled for that school for the day.

The foregoing time limits shall be subject to extension as may be reasonably necessary for the purpose of providing special help to pupils, assisting with extra curricular activities, attending staff meetings, and performing other duties assigned by the principal.

B. 1. The daily teaching load in the Junior and Senior High Schools shall not be more than six (6) assigned teaching periods. Assignment to cafeteria supervision or a supervised study period shall be considered an assigned teaching period.

2. A Junior or Senior High School teacher shall not be required to teach more than two (2) subject areas nor more than a total of three (3) different courses at any one time without being given additional preparation time within the school day as may be necessary for any such additional subject area or preparation period.

C. 1. Any teacher employed in both a morning and an afternoon session shall be entitled to a duty-free lunch period during the hours normally used for lunch periods at the school. Such duty-free lunch period shall be not less than thirty (30) minutes except in a school where the lunch period for pupils is

less than thirty (30) minutes, in which case the duty-free lunch period shall be not less than the lunch period time allowed pupils.

2. Teachers may leave the building for school business during their scheduled preparation periods after first obtaining permission. Teachers may leave the building during their scheduled duty-free lunch periods provided they first sign out. If over 50% of the teachers have signed out any lunch period permission must thereafter be obtained from the principal.

D. The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period is undesirable and shall be discouraged. In those emergency cases where substitutes are not available, teachers may be used as substitutes during their non-teaching time. The allocations of said assignments shall be reasonable.

ARTICLE VI COMPENSATION

A. PAYMENT OF SALARIES:

1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

2. All regular employees shall be paid one-half the monthly salary on the fifteenth and the last calendar day of each month under contract except when such day is a non-working day, in which case salary shall be paid on the first preceeding working day.

3. Teachers shall receive their final checks on the last working day in June.

4. Payment of salary of teachers whose resignation is effective within the first sixty (60)

days after the effective date of employment shall be at the rate of 1/200 of the contract salary for actual days worked.

B. SUMMER PAYMENT PLAN:

All teachers employed on a ten (10) month basis may elect to participate in a Summer Plan as follows:

1. A Summer Payment Plan is hereby established for all employees who are employed for an academic year in accordance with N.J.S.A. 18A:29-3.

2. Any employee desiring to participate must complete the application form adopted as the official application form by the Board of Education.

3. All such applications must be properly complete and submitted to the Secretary/School Business Administrator on or before June 30 of each year. No applications may be submitted subsequent to said date.

4. Any employee's participation in said plan may be terminated at any time upon the execution of the termination agreement attached to the official agreement form.

5. The ten percent (10%) of monthly salary deducted from any teacher's pay shall be credited to an interest bearing account entitled "Board of Education Summer Payment Plan in Trust for Employee," in a financial institution insured by the Federal Government and selected by the Board of Education.

C. SCHEDULES A & B:

The salaries of all teachers covered by this Agreement are set forth in Schedules "A" & "B" which are attached hereto and made a part hereof.

SCHEDULE A - Salary Guide for Teachers and Nurses (effective July 1, 1975).

Department Chairperson - \$600 (1975-76)
\$700 (1976-77)

Chairperson of Guidance
\$900 (1975-76, 1976-77)

**SCHEDULE B- Salary Guide for Special
Services Personnel (effective July 1, 1975).**

**D. OPERATION AND ADMINISTRATION
OF THE SALARY GUIDES:**

1. Increases on all guides shall be based on meritorious service. Favorable report by the Superintendent of Schools and those charged with supervisory responsibility, and approval by the Board of Education are a prerequisite to the granting of all increases in salary. There shall be no automatic increments or increases in salary.

2. If an employee is rated unsatisfactory during the school year, progress on the guide shall be withheld for the following year. When the employee is again rated satisfactory, such employee shall be returned to that step on the guide corresponding to the years of service rendered in West Orange.

3. Four years of training shall be evidenced by a Bachelor's degree.

4. Five years of training shall be evidenced by a Master's degree, or thirty-two semester hours of approved graduate work beyond a Bachelor's degree in an educational institution approved for the granting of advanced degrees. Approval must be secured in writing from the Superintendent of Schools.

5. Six years of training shall be evidenced by thirty-two semester hours of approved graduate work beyond the Master's degree in an educational institution approved for the granting of advanced degrees. Approval must be secured in writing from the Superintendent

SCHEDULE "A"
SALARY GUIDE FOR TEACHERS AND NURSES
(EFFECTIVE JULY 1, 1975)

STEP	BA	BA+32	MA	BA+64*	MA+32	DOCTORATE
1	9,800	10,500	10,750	11,150	11,450	12,250
2	10,100	10,850	11,100	11,500	11,800	12,600
3	10,400	11,200	11,450	11,850	12,150	12,950
4	10,750	11,600	11,850	12,250	12,550	13,350
5	11,100	12,000	12,250	12,650	12,950	13,750
6	11,450	12,500	12,750	13,150	13,450	14,250
7	11,850	13,000	13,250	13,650	13,950	14,750
8	12,250	13,500	13,750	14,150	14,450	15,250
9	12,700	14,000	14,250	14,650	14,950	15,750
10	13,150	14,500	14,750	15,150	15,450	16,250
11	13,650	15,000	15,250	15,700	16,000	16,800
12	14,150	15,550	15,800	16,300	16,600	17,400
13	14,650	16,150	16,400	16,950	17,250	18,050
14	15,250	16,800	17,050	17,650	17,950	18,750
15	15,850	17,550	17,800	18,400	18,700	19,500
16	-	18,300	18,550	19,200	19,500	20,300
17	-	-	-	20,000	20,300	21,100

*no additional personnel placed at this level after September 1, 1973.

SCHEDULE "B"
SALARY GUIDE FOR
SPECIAL SERVICES PERSONNEL HOLDING THE APPROPRIATE CERTIFICATION AS:
PSYCHOLOGIST, SCHOOL SOCIAL WORKER OR LEARNING DISABILITIES TEACHER/CONSULTANT
(EFFECTIVE JULY 1, 1975)

STEP	MASTERS	MASTERS+32	DOCTORATE
1	11,600	12,400	13,100
2	12,000	12,800	13,500
3	12,400	13,200	13,900
4	12,900	13,700	14,400
5	13,400	14,200	14,900
6	13,900	14,700	15,400
7	14,400	15,200	15,900
8	14,900	15,700	16,400
9	15,400	16,200	16,900
10	15,950	16,750	17,450
11	16,550	17,350	18,050
12	17,200	18,000	18,700
13	17,900	18,700	19,400
14	18,650	19,450	20,150
15	19,450	20,250	20,950
16	20,300	21,100	21,800
17		21,950	22,650

of Schools.

6. The Doctor's degree shall be an earned degree from an educational institution accredited by the New Jersey State Department of Education for certification.

7. It shall be the responsibility of the teacher to inform the Superintendent of Schools regarding any change or contemplated change in training level for the following school year. Evidence of such change shall be submitted to the Superintendent of Schools not later than the first week of school in the following September and a new salary notification shall then be issued.

8. Each certificated employee, upon completing requirements for a higher training level and upon proper notification as provided in "7", shall be advanced to the proper guide for the new training level and shall receive a new salary notification for the ensuing school year. No employee shall receive more than one step on the guide in any one year. Upon acquiring a higher training level, an employee who has served at least one year at his maximum for one training level shall be transferred to the new level and granted one additional step yearly until the new maximum is reached.

E. SALARIES FOR THE SECOND YEAR OF THIS AGREEMENT SHALL BE DETERMINED AS FOLLOWS:

1. The aggregate cost of the 1975-76 salary schedule (as determined by the parties on, or about October 15, 1975) shall be increased by a percentage equal to the average percent increase of the districts in Essex County as of May 1, 1976, provided, however, that at least 60% of all districts in the county must be used to determine the percentage increase. Should

there be less than 60% whose salaries are fixed by May 1, 1976, then the computation shall be made if at least 50% of the districts are available by June 15, 1976, or in any event by August 1, 1976, whichever shall occur sooner.

2. The average shall be determined as follows: The average (dollar) increase for each district for 1976-1977 shall be divided by the average (mean) salary for 1975-1976 of the district. The average percent increase by which the salaries shall be increased shall be found by adding increases of districts as determined above and dividing by the sum of the number districts. All settlements will be verified by both parties.

CO-CURRICULAR SCHEDULE

1975-1976

1976-1977

SENIOR HIGH SCHOOL LEVEL/ ADVISOR COMPENSATION

* Student Council	\$ 560 - 2 (840)
Yearbook	560
Dramatics	550
Newspaper	400
Audio-Visual Aids	350
* Senior Class Advisor	280 - 2 (390)
* Junior Class Advisor	280 - 2 (390)
* Sophomore Class Advisor	170 - 2 (225)
School Stage Band	170
Literary Magazine	170
National Honor Society	170
Debate Club (Mountain High School)	170
Service Club (West Orange High School)	170

American Field Service	\$ 170
Musical Assistance	170
(Dramatic Production having a musical score)	
High School Band	700

JUNIOR HIGH SCHOOL LEVEL

* Student Council	\$ 280 - 2 (390)
Audio-Visual Aids	300
Dramatics	230
Newspaper	180
9th Grade Activities (Edison)	180
School Stage Band (Roosevelt)	170
Yearbook	150
Literary Magazine	150

*1. When the principal designates co-advisors, the total compensation allocated will be as indicated.

2. In all other cases where there is more than one advisor, the amount indicated would be shared as per the recommendation of the building principal.

3. Official chaperones for school dances and other such co-ed social activities shall be compensated at the rate of fifteen dollars (\$15.00) per evening, per official chaperone. It is understood that an advisor who is attending an activity related to that for which he is receiving compensation under the co-curricular schedule would not receive any additional monies. The number of activities per school and the number of official chaperones to be assigned is at the discretion of the building principal, subject to budgetary guidelines.

4. Faculty members who perform supervisory duties on overnight trips shall receive a stipend of \$17.50 per night.

5. The hourly rate for personnel engaged in home instruction, behind-the-wheel driver education during non-school hours, summer school, and summer curriculum workshops shall be \$6.50 per hour.

COACHES SALARY GUIDE

1975-1976

1976-1977

SENIOR HIGH SCHOOL LEVEL	1st	2nd	Max.
FOOTBALL	1550	1700	1850
1st Assistant	950	1050	1150
3 Assistant	850	950	1050
BASKETBALL (Boys)	1300	1450	1600
Assistant (Boys)	850	950	1050
BASKETBALL (Girls)	850	950	1050
Assistant (Girls)	400	500	600
BASEBALL	1050	1200	1350
Assistant	750	850	950
SOFTBALL	750	850	950
Assistant	350	450	550
WRESTLING	1050	1200	1350
Assistant	750	850	950
SOCCER	850	950	1050
Assistant	650	750	850
TRACK	950	1100	1250
Assistant	750	850	950
CROSS COUNTRY	550	650	750
(+300 for combined Boys-Girls team)			
SWIMMING	850	950	1050
Assistant	400	500	600
HOCKEY	700	800	900
INDOOR TRACK	400	500	600
FIELD HOCKEY	650	750	850
Assistant	300	400	500
TENNIS	-	-	550
GOLF	-	-	550

VOLLEYBALL	-	-	550
BOWLING	-	-	450
SENIOR HIGH SCHOOL CHEERLEADING			
(One contract-full year)	-	-	725
Assistant(one contract-full year)	-	-	500
TWIRLING	-	-	300
DRILL TEAM	-	-	300
COMBINED TWIRLING & DRILL TEAM			500

JUNIOR HIGH SCHOOL LEVEL

	1st	2nd	Max
FOOTBALL	675	775	875
Assistant	575	675	775
BASKETBALL	675	775	875
WRESTLING	625	700	775
SOCCER	625	700	775
BASEBALL	625	700	775
SOFTBALL	625	700	775
JUNIOR HIGH SCHOOL CHEERLEADING			
(One contract-full year)		-	300

ARTICLE VII NON-TEACHING DUTIES

A. SCHOOL COLLECTIONS: The collection of money or the raising of funds directly from pupils or through school projects shall be prohibited, except in the case of the Junior Red Cross, which is on a membership basis, and milk money, field trips and other similar school related activities.

A class or school organization may still initiate some special charitable project not connected with an outside agency. Such projects shall grow out of class activity organization and shall have educational value. Any such project must be approved by the principal. In case of doubt, it shall be referred by the principal to

the Superintendent of Schools.

B. **TICKET SALES:** The sale of tickets in the schools for events not directly connected with the school program, whether by school personnel or by others, shall be discontinued. The only tickets sold shall be those for student functions and Parent-Teacher Association functions and shall not include tickets for outside functions which may be sponsored by a Parent-Teacher Association.

C. **DISTRIBUTION OF FLYERS:**

Distribution of flyers shall be limited to those flyers which have been approved for distribution by the Superintendent of Schools. Such approval for flyers shall be on the basis of whether the function is of direct educational and cultural interest and value, and of non-commercial nature. Posters for bulletin boards shall be limited to those functions of educational and cultural interest and value, sponsored by non-commercial organizations. Items of purely local interest shall be left to the discretion of the principal.

D. Teachers shall not be required to drive students.

ARTICLE VIII TEACHER EMPLOYMENT

A. Any teacher entering the West Orange School System from another system in which he has been employed shall be placed on the salary guide corresponding to his salary and training level, provided the following regulations are observed:

1. The equivalent of teaching experience shall be granted for active military service as defined in the State Revised Minimum Salary

Guides, N.J.S.A. 18A:29-11, "Credit for Military Services," and as interpreted by the State Department of Education.

2. Up to five years of prior experience shall be granted for active military service (as defined in "1" above.) Credit for full-time teaching experience in the public schools may be granted if such experience is compatible with the teaching assignment in West Orange.

3. The equivalency of teaching experience may be granted for work experience which is directly related to the area of teaching in West Orange.

4. In no instance shall greater credit on the salary guide be allowed for services outside the West Orange School System than would be allowed for service within the system.

B. To receive credit for one year of teaching experience, a teacher shall be under contract at least eight months of the school year. To receive credit for one-half year, a teacher shall be under contract for at least four months of the school year.

C. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 15, wherever practicable.

ARTICLE IX TEACHER ASSIGNMENT

A. 1. All teachers shall be given written notice of their class and/or subject assignments, building assignments for the forthcoming year as early as possible before the end of the current school year.

2. In the event that changes in such schedules, class and/or subject assignments, building assignments, are proposed after such

notification, any teacher affected shall be notified as soon as practicable.

B. Teachers who may be required to use their own automobiles in the performance of their duties, and teachers who are assigned to more than one (1) school per day shall be reimbursed for such travel at the rate of twelve (12) cents a mile.

ARTICLE X

VOLUNTARY TRANSFERS AND RE-ASSIGNMENTS

A. 1. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent of Schools not later than May 15. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.

2. No later than May 1, of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies as of that date which shall occur during the following school year.

3. In the determination of requests for voluntary reassignment or transfer, the wishes of the individual teacher shall be considered to the extent that the reassignment or transfer does not conflict with instructional requirements and is for the best interest of the school system.

ARTICLE XI INVOLUNTARY TRANSFERS AND RE-ASSIGNMENTS

A. Formal notice of a transfer or reassignment shall be given to teachers as soon as practicable.

B. The Board recognizes that the teachers have a valid interest in the position to which they are assigned. The Board agrees that in the event of involuntary transfer the teacher concerned shall be consulted prior to formal notification. The Association recognizes that the transfer of teachers is the exclusive prerogative of the Board.

ARTICLE XII PROMOTIONS

A. Promotional positions are defined as positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility or any assignment to which an honorarium is attached. All vacancies in promotional positions, including specialists and/or special projects funded by the federal government shall be adequately publicized by the Superintendent in accordance with the following procedure:

1. A notice of a vacancy shall be posted in each school, except during the summer months when such notice shall be posted in the central administrative offices. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice,

which shall not be less than ten (10) school days. The Superintendent or his designee shall acknowledge in writing the receipt of all such applications.

2. Teachers who desire consideration for future promotional positions may file a written statement of such desire with the Director of Personnel at any time.

ARTICLE XIII EVALUATION OF PROFESSIONAL STAFF

A. All professional personnel are to be evaluated by the administrator in co-operation with the supervisor (director) who most closely supervises the work of the staff member.

B. Evaluation is to be annual for all professional personnel who do not have tenure in their present positions. It is to be each third year for those who have tenure; that is, reports are to be filed in the sixth, ninth, etc. year of teaching in the West Orange Public Schools. An evaluation of a tenure teacher is to be made in other years whenever the administrator or supervisor believes that the evaluation would affect an administrative recommendation.

C. The administrator, supervisor, and teacher are to confer together concerning the evaluation reports prior to their submission to the office of the Superintendent of Schools. The signature of the teacher on the evaluation report indicates that he has had an opportunity to see the report. A copy of the evaluation report shall be given to the teacher following the conference.

D. Any teacher who feels that he desires to add to the evaluation being submitted by the

administrator and supervisor is permitted to submit such additional information in writing to the Superintendent of Schools.

ARTICLE XIV TEACHER FACILITIES

To the extent possible, taking into consideration the availability of space, funds, and facilities, the Board will aim to provide proper facilities for teachers.

ARTICLE XV SICK LEAVE AND TEMPORARY LEAVES OF ABSENCE

A. SICK LEAVE FOR PERSONAL ILLNESS:

1. All full-time employees shall be allowed ten (10) days or two calendar week's absence annually with full salary for sickness in person or quarantine. All employees shall receive credit for their accumulated days of sick leave as of June 30, 1954. Thereafter, all unused sick leave shall be added to the accumulated total. Full salary shall be paid for absence due to sickness until such accumulated leave is exhausted. Thereafter, full salary shall be deducted in accordance with the present method of calculating the daily rate.

2. Teachers shall be given a written notice of accumulated sick leave and supplementary sick leave no later than September 30th of each year.

B. SUPPLEMENTARY SICK LEAVE:

Full-time employees shall be credited with five (5) days supplementary sick leave allowance for each year of service, beginning with the 1960-1961 school year, with unused days to be

accumulated. Full-time employees, who have exhausted their regular sick leave, may utilize the accumulated supplementary sick leave to the extent necessary to provide total compensation of up to three days beyond this period in any month wherein less than three (3) days compensation has been earned.

C. CREDIT FOR UNUSED ACCUMULATED SICK LEAVE FROM OTHER SCHOOL DISTRICT IN SAME COUNTY/PRIOR SERVICE IN WEST ORANGE:

1. Credit for unused accumulation of sick leave days from another school district in the same county shall be granted by the Board.

The employee must present a certificate from the prior district listing the unused days. This request must be presented within the first year of employment.

2. Previously accumulated unused sick leave and supplementary sick leave days shall be restored to all returning teachers with prior service in the West Orange Public Schools.

D. LEAVE OF ABSENCE DUE TO PERSONAL ILLNESS:

Employees may request in writing a leave of absence due to illness or health reasons. Such a request shall be made to the Superintendent of Schools who shall transmit the request for Board action. The Board reserves the right to grant special extension of such leave in individual cases, which in its judgement, are deserving of such. Accumulated sick leave and supplementary days will be paid to employees granted a Sick Leave of Absence. Payment of the above accumulated days will terminate at the end of the leave of absence or when the accumulated days are exhausted, whichever comes first.

E. COMPENSABLE ABSENCE:

Whenever any employee entitled to sick leave is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, the Board shall pay to such employee the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or accumulated sick leave provided in N.J.S.A. 18A:30-2 and 18A:30-3. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received, or was eligible to receive, a temporary disability benefit under Chapter 15 of Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workmen's compensation award made for temporary disability.

F. EMERGENCY ABSENCE:

In addition to leave for personal illness as defined previously, an employee may be allowed a maximum of five (5) days in any one year with full salary because of death or serious illness within the immediate family. A maximum of five (5) additional days may be granted with deduction of substitute's salary where such additional absence is necessary and unavoidable. The number of days shall be determined by the Superintendent of Schools on the merits of each individual case. Thereafter, full deduction shall be made.

1. Serious - shall mean an illness when the attending physician believes that the personal attention of the employee is required to assure

the proper recuperation of the patient.

2. Immediate -

a. In the case of serious illness, IMMEDIATE shall be understood to include in the family the husband, wife, father, mother, child, brother, sister and any other relative making his or her home with the employee's family.

b. In the case of death, IMMEDIATE shall be understood to include, in addition to the persons named above in "a", the following: mother-in-law, father-in-law, sister-in-law, and brother-in-law.

c. In case of death of a relative of the second degree, or close friend, absence of one full day may be allowed with full pay. Thereafter, full deduction shall be made. Relative of the second degree shall be understood to include aunt, uncle, grandparent, nephew, niece and cousin.

G. PERSONAL BUSINESS:

1. An application for absence for personal business is to be made only when the absence cannot be avoided without substantial hardship.

2. Application for absence for personal business shall be made, in writing, at least three (3) school days prior to the time of absence, if possible, to the building principal, who will authorize the absence.

3. Three (3) days of personal leave, with full pay, are permissible without explanation where a substantial hardship exists. Thereafter, full deduction shall be made for personal business which has been explained to, and approved by, the principal.

4. No absence for Personal Leave shall be permitted prior to September 15, after

June 15, or on the day preceeding and day following school recesses of one week or longer duration.

H. RELIGIOUS OBSERVANCES:

1. Absences for three (3) religious holy days shall be granted with full pay and shall not be counted as absences under personal business. Any absence beyond the three (3) religious holy days shall receive full pay deduction.

2. Application for absence for religious holy days shall be made, in writing, at least three (3) school days prior to the time of absence, to the building principal, who will authorize the absence.

I. MATERNITY:

The Board will provide leaves of absence for maternity as provided by the statutes and court decisions.

J. MILITARY LEAVE:

The Board will provide leaves of absence for military service and training as provided by the statutes.

K. LEAVES WITHOUT PAY:

A leave of absence without pay of up to two (2) years shall be granted upon recommendation of the Superintendent to any tenure teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs. Upon return from such leave a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. Unused accumulated sick leave and credits toward sabbatical eligibility shall be restored to the teacher upon his return.

L. Other leaves of absence without pay may be granted to tenure teachers.

M. All applications and responses for leaves shall be in writing.

ARTICLE XVI SABBATICAL LEAVE

A. Any teacher who has completed seven (7) or more years of continuous full-time service in the West Orange Public Schools shall, upon recommendation of the Superintendent of Schools, be granted leave of absence by the Board for one (1) full year for study or travel, subject to the restrictions and limitations in this Article. After each subsequent period of seven (7) or more years of such service a further leave for study or travel shall be granted. Travel shall be recognized as part of the sabbatical leave program when it is related to the improvement of teaching or is connected with the program of study. No sabbatical leave shall be granted to a teacher for five (5) years before age sixty-two (62), if such teacher has previously had a sabbatical leave of absence. In lieu of the initial sabbatical leave of one (1) full year for study or travel provided for hereinabove, a teacher may request to be granted a leave of absence of one-half ($\frac{1}{2}$) year for study only.

B. Application for a sabbatical leave shall be made prior to February 1 previous to the year for which such leave is requested. Such applications shall be made upon a regular blank form furnished by the Board. Action shall be taken on all such requests no later than April 1 following the making of the application.

C. Applicant shall agree to abide by all

conditions set forth in this article with respect to the type of sabbatical leave of absence granted.

D. As a condition to such leave, the teacher shall enter into a contract to continue in the service of the West Orange Public Schools for a period of at least two (2) years after the expiration of the leave of absence. Failing to so continue in service, the teacher shall repay to the Board the full salary received while on leave. The teacher shall provide a non-surety personal bond which covers the salary received and which is satisfactory to the Board for the two (2) year mandatory service period after expiration of the leave. The Board shall relieve the teacher of the two (2) year service obligation if the teacher becomes incapacitated and such incapacity is certified to by medical authority satisfactory to the Board.

E. The salary granted to a teacher on a sabbatical leave shall be one-half ($1/2$) of the salary to which he or she would be entitled if not on leave. From such salary shall be deducted monthly the regular deductions authorized by the teacher. Salary payments shall be made monthly in accordance with the schedule for payment of salaries in the school system.

F. No more than two (2%) per cent of all the teachers (positions covered by this agreement) of the system shall be granted sabbatical leave for the same year. In granting such leaves of absence, due consideration shall be given to the reasonable and equitable distribution of the applicants among the different schools and departments. In the senior high schools not more than two (2) teachers per school shall be absent on such leave at any one time; in each of the other

schools, not more than one (1) teacher shall be absent at one time.

G. If more than two (2%) per cent of all the teachers (positions covered by this agreement) of the system shall apply for leave, the Board shall make its selection on the basis of seniority. In case it shall be necessary to choose from teachers of equal prior service, the selection shall be made upon the basis of benefits to the school system. At all times, the needs of the school system as a whole shall be paramount. Granting of a one-half ($\frac{1}{2}$) year leave for study shall be subject to securing a satisfactory replacement.

H. Teachers on sabbatical leave may not associate for compensation with any person, persons, or organization during the school year, unless approval by the Board is obtained.

I. Teachers on sabbatical leave shall make such regular written reports to the Superintendent of Schools as he may reasonably require.

J. Teachers on sabbatical leave shall be considered as in the employ of the Board, and the time thus spent shall count as regular service toward benefits and retirement and for consideration in regard to salary adjustments.

K. Sabbatical leaves of absence shall be without prejudice to the teacher's tenure rights.

L. The application and bond form are available from the central office.

ARTICLE XVII PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board will continue to seek the cooperation of teachers in arranging in-service

courses, workshops, and programs designed to improve the quality of instruction.

B. TUITION REFUND PLAN:

1. The West Orange Board of Education will pay for approved graduate work under any of the following conditions:

a. If the courses or subject is part of an employee development program worked out between the employee and the Superintendent of Schools, or certification in another subject field requested and approved by the Superintendent of Schools.

b. If the subject or course is directly related to the employee's function as an educator in the school system.

c. If the subject or course is part of a degree program which is directly related to the employee's function in the school system.

2. This tuition refund policy is applicable to contracted full-time employees who are not on sabbatical or any other extended leave.

3. Course Approval:

a. To insure that a proposed course will be approved for refund, the employee must submit an Application for Tuition Aid to the Superintendent of Schools and receive approval of the course(s) prior to the first class meeting.

b. The course or subject must be conducted under the auspices of a recognized educational institution accredited by the New Jersey State Department of Education for the granting of advanced degrees.

c. Correspondence courses shall not be approved.

d. Courses taken to complete certification requirements for the Standard Teachers Certificate shall not be eligible for Tuition Refund.

4. Tuition Refund:

a. The Board of Education shall refund the employee's tuition up to \$40.00 per credit for a maximum of six (6) credits taken in any one year (July 1-June 30) provided:

(1) The employee is actively employed by the Board at the time he registers for the course.

(2) The employee has completed the course or subject, has received credit therefore, and has had the educational institution forward an official transcript to the Superintendent.

(3) The employee completes the school year in which the application was approved and continues in the employ of the district for the following school year. Each year following the September meeting of the Board of Education, reimbursement shall be made for the course work taken during the previous year (July 1-June 30).

b. If an employee is eligible to receive governmental or any other assistance for any course or subject which meets the requirements specified above, such employee would be entitled to receive the difference, if any, between such reimbursement allowed hereunder.

c. The costs of any fees, books, transportation, etc. are not eligible for reimbursement.

ARTICLE XVIII TEACHER PROTECTION

A. The Board agrees to provide those protections which are prescribed in the Educational Law, N.J.S.A. Title 18A, in order to make every reasonable effort to provide for the safety of teachers, students and property.

B. Whenever any civil action has been or shall be brought against any teacher for any act or omission arising out of and in the course of the performance of the duties as such teacher, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such teacher from any financial loss resulting therefrom; and the Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses, as set forth in N.J.S.A. 18A:16-6.

C. Should any criminal action be instituted against any teacher for any act or omission arising out of and in the course of the performance of the duties as such teacher and should such proceeding be dismissed or result in a final disposition in favor of such teacher, the Board shall reimburse him for the costs of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals, as set forth in N.J.S.A. 18A:16-6.1.

ARTICLE XIX INSURANCE PROTECTION

A. The Board shall provide medical insurance (employee plus dependents) protection as follows:

1. Blue Cross/Blue Shield (750 series)
2. Rider J.
3. Major medical - \$50,000 maximum

B. The Board shall provide dental insurance (employee only) protection as follows:

1. Basic Plan.
2. Riders 3 and 4.

3. No deductible.

4. Indemnity Schedule B.

C. Employees may elect through payroll deduction, husband/wife, family, parent/child categories of dental insurance, provided the group meets the enrollment requirements of the carrier.

ARTICLE XX PERSONAL AND ACADEMIC FREEDOM

TEACHING OF CONTROVERSIAL ISSUES:

The consideration of controversial questions has a legitimate place in the work of the public schools. Sooner or later young people must meet and face such questions. It is important that they have experience with such questions under circumstances which promote the consideration of all the pertinent factors involved.

The school treatment of such questions should not only promote fair and many-sided study of those questions; it should also help the student develop techniques for considering and studying controversial questions ... techniques which it is hoped he will habitually use in later life.

The proper avenues by which arguments on controversial questions should reach the students in school are the teachers holding appropriate certificates, the students themselves, and the materials furnished by the Board of Education.

No individual or group other than the school staff can claim the right to present arguments directly to students in the school. Such a "right" would make the schools battlegrounds for dozens of kinds of

controversies fostered by groups interested primarily in promoting their viewpoint or interests. Citizens have a right to assume that controversial questions are being presented fairly and studied impartially and to protest to the Board of Education if convinced that they are not.

THEREFORE: in view of the foregoing, it will be the policy of the West Orange School System to include in certain courses from time to time, controversial questions to be studied under prescribed conditions.

The decision as to whether a controversial question should become a matter for school study shall be based on such considerations as the timeliness of the question, the maturity of the students, the needs of the students, and the purposes of the school. The school shall determine how much time and how much emphasis shall be given the question.

In addition to the planned discussions of controversial questions, there will be occasions when such questions will arise unexpectedly. The teachers shall have the responsibility of discerning the controversial nature of such questions and handling them accordingly, as suggested in a previous paragraph.

The handling of a controversial question in school shall be free from the assumption that there is one correct and final answer which should emerge from the discussion and then be taught authoritatively to the students.

Indoctrination is not the purpose; rather, the purpose is to have the students see as fairly as possible all sides of the question, and all the factors and considerations involved. The teacher shall carefully avoid advocating any point of view or particular opinion.

The controversial question shall be handled in an appropriate setting by a teacher prepared for such a responsibility. Such a question is always related to many things, both in the past and the present, which are important or even essential to any profitable study of it.

A teacher will avoid going into a controversial question beyond his own depth. A student will be better uninformed about a question than misinformed about it.

THEREFORE, the Board of Education of the Town of West Orange makes it a matter of record that it endorses the teaching of selected controversial questions under the conditions prescribed above.

ARTICLE XXI DUES DEDUCTION

Dues deductions shall be made in accordance with 52:14-159e of the New Jersey State Statutes and New Jersey Board of Education Rules and Regulations. The authorization form for deduction shall be as established and deductions will be made in accordance with the following schedule:

1. For authorization received after August 1, or prior to October 1, the first deduction should begin with November pay period, with deductions being retroactive for the September and October pay periods.

2. For authorization received after October 1, but prior to January 1, deductions should begin as of the February pay period and be based on five equal deductions of the total amount.

3. Authorization received after January 1, or prior to February 15, the first deduction

should begin with the March pay period, with deductions being retroactive for the February pay period, which places the employee on five equal monthly deductions of the total amount.

ARTICLE XXII ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees that the Association, its representatives and affiliates, shall be permitted to continue to exercise and enjoy any and all present privileges pertaining to the Association's activities, said privileges to be exercised in accordance with the Board's existing Rules and Regulations. Association business shall not conflict with normal teacher assignments and duties.

B. The rights and privileges granted to the Association and its representatives in this Agreement are granted only to the Association as the exclusive representative of the teachers and are not intended as a grant of any such rights and privileges to any other organization.

C. The Board agrees that the Association may hold a meeting of its members at the conclusion of any regularly scheduled faculty meeting.

ARTICLE XXIII INSTRUCTIONAL COUNCIL

A. 1. The Superintendent shall establish an Instructional Council Study Committee not later than October 1, 1973. The Committee shall consist of twelve (12) members, six (6) appointed by the Association, and six (6) appointed by the Board. The chairperson shall be elected by a majority of the twelve

members of the council. If no candidate receives a majority of the twelve (12) votes, then there shall be co-chairpersons, one from the Association and one from the Board.

2. The Council shall meet and confer during the school year.

3. Reports and/or recommendations for the Council shall be submitted to the Superintendent of Schools who shall transmit them to the Board within thirty (30) school days.

4. The Council shall encourage the initiation of innovative ideas and suggestions, and will consider matters referred to it which relate to more than one building or have district-wide implications.

5. The Council shall establish its own rules of procedure and will be empowered to establish ad-hoc committees.

B. Each principal shall establish not later than October 1, 1973, a Building Committee to meet and confer during the school year for the purpose of discussing matters of building concern. Said matters of concern may be referred to the Superintendent's Committee for consideration. Each committee shall consist of not more than four (4) teachers selected by the building faculty.

ARTICLE XXIV MISCELLANEOUS PROVISIONS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications

shall continue in full force and effect.

B. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party may do so at the following addresses:

1. If by Association, to Board at 22 Municipal Plaza, West Orange.

2. If by Board, to Association at 780 Northfield Avenue, West Orange.

D. Unless otherwise expressly agreed between the parties, all Joint Committees created or continued under this Agreement shall consist of three (3) representatives appointed by the Board and three (3) representatives appointed by the Association. Each committee shall establish its own rules of procedure and shall provide for election of a chairperson by the members of the Committee.

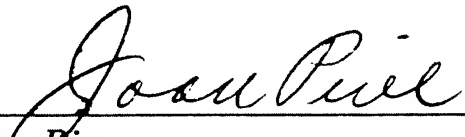
E. The shared cost of printing the Agreement shall be prorated by the number of copies requested by each party.

F. The Board agrees, that after a salary guide is mutually developed during the 1975-1976 school year, for the 1976-1977 school year, to re-adopt this Agreement and to adopt the 1976-1977 salary guide.

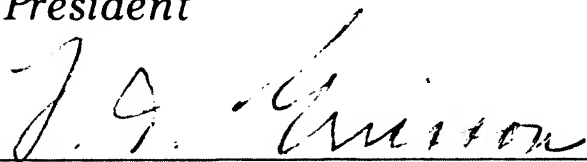
*IN WITNESS WHEREOF, the Board
and the Association have caused this
Agreement to be signed as of the date
first above mentioned.*

**BOARD OF EDUCATION
TOWN OF WEST ORANGE
COUNTY OF ESSEX**

BY



Joan Pine
President




L. T. Ericsson
Secretary

**WEST ORANGE
EDUCATION ASSOCIATION**

BY



Nicholas Galante
President



Marie De Maio
Secretary

